

ANNEX NO. 1
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
AND
NEWPORT NEWS PUBLIC SCHOOLS DISTRICT,
DENBIGH AVIATION ACADEMY
UNDER
SPACE ACT UMBRELLA AGREEMENT SAA1-36296
FOR
FABRICATION OF STORAGE LOCKERS FOR THE INTERNATIONAL SPACE
STATION (ISS)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of collaboration between NASA Langley Research Center (LaRC) and the Newport News Public Schools District, Denbigh Aviation Academy, on student projects for fabrication of storage lockers for potential use on the International Space Station (ISS) under the High Schools United with NASA to Create Hardware (HUNCH) program.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA LaRC will use reasonable efforts to:

1. Host HUNCH project kick-off meeting and provide project requirements to include any applicable design drawings or descriptions.
2. Provide any raw materials or consumables required for fabrication of the projects. Cost of materials/consumables to be provided shall not exceed \$1K in value per project each year.
3. Provide shipping and/or transportation of raw materials and project deliverables between the Partner and NASA facilities.
4. Provide consultation to Partner regarding projects, as needed.
5. Host HUNCH Recognition Ceremony to recognize students, instructors, and mentors following completion of the program.

B. Partner will use reasonable efforts to:

1. Attend NASA LaRC HUNCH project kick-off meeting.
2. Complete NASA HUNCH sponsored projects through student participation. Partner shall manage and supervise all student participation to include:
 - a. Selecting students with requisite skills needed for projects.

- b. Providing guidance to students on quality, timeliness, and workmanship.
 - c. Providing students with safe working conditions.
3. Consult with NASA LaRC regarding projects, as needed.
4. Participate in HUNCH Recognition Ceremony.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

1. NASA LaRC and Partner to participate in HUNCH project kick-off meeting for discussion and delivery of project requirements.	By end of February of each year throughout period of performance
2. NASA LaRC to deliver any raw materials or consumables required for fabrication of the projects.	As needed throughout period of performance
3. NASA LaRC and Partner to consult regarding projects.	As needed throughout period of performance
4. Partner to complete HUNCH projects.	By May 15th of each year throughout period of performance
5. NASA LaRC to ship/transport project deliverables, as applicable.	By end of May of each year throughout period of performance
6. NASA LaRC and Partner to participate in HUNCH Recognition Ceremony.	By end of June of each year throughout period of performance

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

B. In accordance with paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to

Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: *The Disclosing Party's Background Data, if any, will be identified in a separate technical document.*
2. Third Party Proprietary Data: *The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.*
3. Controlled Government Data: *The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.*
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: *None.*

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, September 30, 2026, or expiration of the Umbrella Agreement, whichever comes first.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA Langley Research Center
Yolanda Watford Simmons
HUNCH Program Manager, LaRC
Mail Stop: 043
Hampton, VA 23681
Phone: 757-864-1569
yolanda.watford.simmons@nasa.gov

Newport News Public Schools District
Toinette Outland
Career & Technical Educational
Instructional Supervisor
12465 Warwick Blvd.
Newport News, VA 23606-3041
Phone: 757-283-7850 ext 10226
toinette.outland@nn.k12.va.us

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. LOAN OF GOVERNMENT PROPERTY

Government property loaned to Partner under this Annex, pursuant to the *Loan of Government Property* Article of the Umbrella Agreement, is identified as:

Government Property: 24" Riveter with custom stand from General Pneumatic Tools NC
Dollar Value: \$12,469
ECN: 2359172
Serial #: N/A

ARTICLE 11. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER

BY: _____
David A. Dress
Director, Space Technology and
Exploration Directorate

DATE: _____

NEWPORT NEWS PUBLIC
SCHOOLS DISTRICT

BY:  _____
Dr. George Parker, III
Superintendent

DATE: 3/16/22